



03-CV-00659-ORD

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GLORIA K. OWEN, individually and on  
behalf of all other similarly situated marine  
guest services employees,

Plaintiffs,

v.

WEST TRAVEL, INC., and ALASKA  
SIGHTSEEING/CRUISE WEST CO. dba  
CRUISE WEST,

Defendants.

CASE NO. C03-0659Z

FINAL JUDGMENT AND ORDER  
OF DISMISSAL WITH PREJUDICE

This matter has come before the Court for hearing pursuant to Plaintiffs' Motion for Approval of Settlement Agreement as set forth in the Stipulation and Settlement Agreement ("Agreement") between the parties, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the premises and good cause appearing therefor, it is

ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used herein shall have the same meaning as defined in the Agreement.

OWEN v. WEST TRAVEL, INC. (CASE NO. C03-0659Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL  
WITH PREJUDICE - 1

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SEATTLE, WA 98101  
(206) 223-0344

EXHIBIT: B

1           2.       This Court has jurisdiction over the subject matter of this litigation and over  
2 all Parties to this litigation, including all Plaintiffs.

3           3.       This Court hereby approves the terms set forth in the Agreement and finds  
4 that the Agreement involves the resolution of a bona fide dispute over liability and damages  
5 under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., and is, in all respects, fair and  
6 reasonable and directs the Parties to effectuate the Agreement according to its terms. The  
7 Court finds that the Agreement has been reached as a result of intensive, serious and non-  
8 collusive arms-length negotiations. The Court further finds that the Parties have conducted  
9 extensive and costly discovery and research and counsel for the Parties are able reasonably to  
10 evaluate their respective positions. The Court also finds that settlement at this time will  
11 avoid additional substantial costs, as well as avoid the delay and risks that would be  
12 presented by the further prosecution of the Action. The Court has reviewed the monetary  
13 recovery that is being granted as part of the Agreement and recognizes the significant value  
14 to the Plaintiffs of the monetary recovery.

15           4.       Plaintiffs, both individually and in their collective capacity, on behalf of  
16 themselves and their marital communities, heirs, executors, administrators, and assigns, are  
17 hereby barred and permanently enjoined from maintaining, prosecuting, commencing, or  
18 pursuing against Cruise West discharge Cruise West, its owners, affiliates, or related entities,  
19 and its present and former directors, officers, employees, agents and attorneys, both  
20 individually and in their representative capacities, from any and all claims, rights, demands,  
21 charges, complaints, causes of action, damages, obligations, disputes, or liabilities of any  
22 kind or nature that were asserted in the Action or could have been but were not asserted in  
23 the Action, whether known or unknown, arising out of the alleged facts, circumstances, and

OWEN v. WEST TRAVEL, INC. (CASE NO. C03-0659Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL  
WITH PREJUDICE. 2

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1 occurrences underlying the allegations set forth in the Amended Complaint. This discharge  
 2 specifically excludes, without limitation, any claims for the following: any claims for breach  
 3 or enforcement of this Agreement; any claims for personal injury, maintenance, cure, and  
 4 "unearned wages" arising due to any injury and/or illness suffered by a Plaintiff while in the  
 5 employment of Cruise West and/or the service of one or more of Cruise West's vessels; any  
 6 claims for or entitlements to ERISA plan benefits; any claims under the Age Discrimination  
 7 in Employment Act or Older Workers Benefits Protection Act; any claims that may not be  
 8 released as a matter of law; and claims under the Fair Labor Standards Act for any period  
 9 after October 29, 2001, that have been brought by individuals who are named plaintiffs or  
 10 who have properly submitted a timely Consent to Become a Party Plaintiff in Rebecca Bell,  
 11 et al. v. West Travel, et al., Case No. 2:04-cv-01890-TSZ, in the United States District Court  
 12 for the Western District of Washington or persons who may bring such action for claims  
 13 under the Fair Labor Standards Act for any period after October 29, 2001.

14 5. The Agreement is not an admission by Cruise West or any of the other  
 15 Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or  
 16 of any wrongdoing by Cruise West or any of the other Released Parties. Neither this  
 17 Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry  
 18 out the Agreement is, may be construed as, or may be used as an admission, concession, or  
 19 indication by or against Cruise West or any of the other Released Parties as to the validity or  
 20 merits of the claims asserted or of any fault, wrongdoing or liability whatsoever.

21 6. The settlement payments cover claims under the Fair Labor Standards Act for  
 22 the period through October 29, 2001.  
 23

OWEN v. WEST TRAVEL, INC. (CASE NO. 03-0659Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL  
 WITH PREJUDICE - 3

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1           7.       Immediately upon entry of this order, the clerk is authorized and directed to  
2 draw a check on the funds on deposit in the registry of this court in the principal amount of  
3 \$1,600,000.00 plus all accrued interest, minus any statutory users fees, payable to Webster  
4 Mrak & Blumberg in trust for Gloria K. Owen et al., 1422 Seneca Street, Seattle, WA 98101,  
5 and mail or deliver the check to Webster Mrak & Blumberg at 1422 Seneca Street, Seattle,  
6 WA 98101, for distribution in accordance with the Agreement. Webster Mrak & Blumberg  
7 is approved as the Settlement Administrator and is to administer the Settlement Fund in  
8 accordance with the Stipulation and Settlement Agreement.

9           8.       The Court hereby dismisses the Action on the merits and with prejudice  
10 against the Named Plaintiff and all individuals who submitted to the Court a Consent to  
11 Become a Party Plaintiff in favor of Cruise West and without costs or attorneys' fees to any  
12 party, except as provided for in the Agreement. Without affecting the finality of this  
13 Judgment in any way, this Court hereby retains continuing jurisdiction over interpretation,  
14 implementation and enforcement of the Agreement and such other post-Final Judgment  
15 matters as may be appropriate under the court rules.

16           9.       The Court hereby awards Plaintiffs' Counsel, payable from the Settlement  
17 Fund, costs in the amount of \$46,578.75, plus Costs of Administration as provided for in the  
18 Agreement, and attorneys' fees in the amount of \$640,000. Plaintiffs' counsel shall not be  
19 entitled to any other award of attorneys' fees or costs in any way connected with this Action.

20           10.      After administration of the Settlement has been completed in accordance with  
21 the Agreement and all amounts calculated, and in no event later than 180 days after entry of  
22 this order, Webster Mrak & Blumberg shall file a report with this Court certifying  
23 compliance with the terms of the Agreement.


OWEN v. WEST TRAVEL, INC. (CASE NO. C03-0659Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL  
WITH PREJUDICE - 4

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1           11. The Court finds that the Agreement is in good faith and constitutes a fair,  
2 reasonable and adequate compromise of the released claims against Cruise West.  
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5 Dated: August 8, 05

  
UNITED STATES DISTRICT JUDGE  
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OWEN v. WEST TRAVEL, INC. (CASE NO. C03 0659Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL  
WITH PREJUDICE - 5

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